REMARKS

By this Amendment, no claims have been amended and no claims have been canceled. New claims 23-33 have been added to the application to round out applicant's claim coverage. Accordingly, claims 3-7, 9, 10, 12, and 19-33 are pending in the application. No new matter has been added.

Claims 3-5, 7, 9-10, 12 and 19-22 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Brindle, U.S. Pat. 5,405,666, with claim 6 having been previously allowed. In view of the accompanying Declaration Under 37 C.F.R. §1.132 of Dr. Adrian Lyszkowski, and for the reasons set forth below, applicant respectfully requests reconsideration of the claim rejections.

Brindle discloses that flexible elastomeric articles such as surgical gloves and condoms can display slip properties with respect to damp and dry mammalian tissue when a thin coating of an adherent binder material compatible with the elastomer is bonded to the wearer-contacting surface of the article. The binder bonded to the substrate envelops substantially nonaggregated microparticles, which are randomly distributed on the wearer-contacting surface and although coated with binder protrude partially from the binder surface and give the thin film coating a substantially microroughened appearance. Brindle teaches that the coated article can be further treated with surfactant or a long-chain fatty amine.

In the prior Office Action and in the Advisory Action, the Examiner characterizes Brindle as teaching the use of a spherical "finishing powder" in connection with the manufacture of a condom. The Examiner notes the "finishing powder" in Brindle is encapsulated in a binder. Applicant respectfully submits that the Examiner's characterization of the teachings of Brindle is incorrect. Brindle clearly does not teach a "finishing powder", as that term is understood in the art.

As noted in the Declaration of Dr. Lyszkowski, the term "finishing powder" is well known in the art to refer to solid discrete particles that are not immobilized or enveloped in a binder. Dr. Lyszkowski also notes that it is well known in the art that the purpose of a "finishing powder" is to serve as a dry lubricant to assist with processing of the article to which the finishing powder is applied (See ¶5). The powder is applied to prevent the

condoms from sticking together during manufacture and to allow them to unroll easily (See ¶5). See also World Heath Organization, The Male Latex Condom: Specification and Guidelines for Condom Procurement: (2003) at pp. 16 and 76 (hereinafter "WHO document").

Dr. Lyszkowski notes in his Declaration that a solid particle that is dispersed in a binder cannot be considered a "finishing powder" because it is immobilized or enveloped in a binder (See ¶6). Such a particle is immobilized as part of a coating on the surface of the article (See ¶7). Once encapsulated and immobilized in this way, the particles would not be considered to be a "finishing powder" by those working in this field of technology (See ¶7).

In his Declaration, Dr. Lyszkowski makes reference to Gilmore, Caroline E., Family Health International, The Latex Condom: Recent Advances, Future Directions (2008), Chapter 4: Recent Advances in the Research, Development and Manufacture of Latex Rubber Condoms and Chapter 4 sidebar: How a Latex Condom Is Made (hereinafter "FHI publication"), which describes the process by which latex condoms are manufactured. Dr. Lyszkowski notes that a "finishing powder" means a loose powder in which the particles are not encapsulated and not immobilized (See ¶8). It is stated in the FHI publication that the manufacturing process leaves a "dry powder on the condom to serve as a dry lubricant for further processing." (See ¶9). The FHI publication clearly supports Dr. Lyszkowski's contention that the term "finishing powder" is understood in the art to mean loose, non-immobilized powders, wherein the particles are not encapsulated in any binder and are not present as a component of a film coating (See ¶11). Dr. Lyszkowski's Declaration includes additional reasons why the term the particles dispersed in the binder composition according to Brindle cannot be considered as a "finishing powder" as claimed in the present application.

Applicant further notes that Brindle expressly teaches away from the use of "finishing powders". Brindle teaches, at col. 1, lines 43-49, that (bold emphasis added):

> Conventionally, dry slip is achieved by the use of powder lubricants such as magnesium carbonate, starch and talk. However, if the hands are damp, **the use of a powder is counter-productive** and may actually inhibit donning. Furthermore, in surgery, there is a risk of loose powder

contaminating the surgical field. These materials can also cause irritation and may be allergenic.

As noted above, applicant has added new claims 23-33 to the application to round out applicant's claim coverage. New claim 23 contains the same limitations as claim 12, but further specifies that the finishing powder particles are non-immobilized on the surface of the condom. This additional language clearly differentiates Brindle, which discloses a thin film coating in which particles are immobilized on the surface of the condom. Claims 24-33 depend from claim 23, directly or through an intervening claim, and generally correspond to the claims depending from claim 12.

In light of the foregoing, it is respectfully submitted that the present application is in a condition for allowance and notice to that effect is hereby requested. If it is determined that the application is not in a condition for allowance, the Examiner is invited to initiate a telephone interview with the undersigned attorney to expedite prosecution of the present application.

If there are any additional fees resulting from this communication, please charge the same to Deposit Account No. 18-0160, Order No. AAT-15784.

Respectfully submitted,

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